

June 30, 2014

Margaret M. Fox

pfox@mcnair.net
T (803) 799-9800
F (803) 753-3278

Ms. Jocelyn Boyd
South Carolina Public Service Commission
Synergy Business Park, The Saluda Building
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Application of South Carolina Telecommunications Group Holdings
LLC, d/b/a Spirit Communications for a Certificate of Public
Convenience and Necessity to Provide Local Exchange and
Interexchange Telecommunications Services, and for Flexible and
Alternative Regulations

Dear Ms. Boyd:

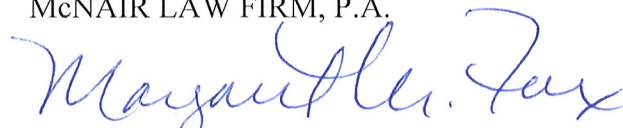
Enclosed for filing on behalf of South Carolina Telecommunications Group Holdings, LLC, d/b/a Spirit Communications, please find an Application in the above-referenced matter. Also enclosed with this application is a proposed Notice of Filing and Hearing.

We are also filing a Motion for Confidential Treatment of Applicant's financial statements. Accordingly, that information has been redacted from the public version of this filing and is being provided separately under seal.

Thank you for your assistance.

Very truly yours,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF:rwm
Enclosures

cc: Mike Baldwin, Esquire, Spirit Communications
Nanette S. Edwards, Esquire, ORS

McNAIR LAW FIRM, P.A.
1221 Main Street
Suite 1600
Columbia, SC 29201

Mailing Address
Post Office Box 11390
Columbia, SC 29211

mcnair.net

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2014-__-C

IN RE:

Application of South Carolina Telecommunications)
Group Holdings LLC, d/b/a Spirit Communications)
For a Certificate of Public Convenience and Necessity)
To Provide Resold and Facilities-Based Local Exchange and)
Interexchange Telecommunications Services, and for)
Flexible Regulation of its Local Exchange Services and)
Alternative Regulation of its Interexchange Service)
Offerings Within the State of South Carolina)
_____)

South Carolina Telecommunications Group Holdings LLC, d/b/a Spirit Communications ("Spirit" or "Applicant") respectfully submits this Application for Authority to provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services within the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280 and the rules and regulations of the Public Service Commission of South Carolina ("Commission"). In addition, Applicant requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders

No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. In support of this Application, Applicant respectfully states as follows:

1. The name and address of the Applicant are as follows:

South Carolina Telecommunications Group Holdings LLC,
d/b/a Spirit Communications
1500 Hampton Street
Columbia, SC 29201

2. All correspondence, notices, inquiries and other communications regarding this application should be sent to:

M. John Bowen, Jr.
Margaret M. Fox
McNAIR LAW FIRM, P.A.
Post Office Box 11390
Columbia, South Carolina 29211
Telephone: (803) 799-9800
Facsimile: (803) 753-3278
Email: jbowen@mcnair.net; pfox@mcnair.net

3. The name, title, address and telephone number of the person who should be contacted in connection with general management of the company is:

Michael D. Baldwin
Spirit Communications
Senior Counsel, Business & Legal Affairs
1500 Hampton Street
Columbia, South Carolina 29201
Telephone: (803) 726-4053
Facsimile: (803) 726-0726
E-mail: mike.baldwin@spiritcom.com

I. Description of Applicant

4. Applicant is a private company that was organized in the state of South Carolina on December 29, 2000. Copies of Applicant's Certificate of Existence and Articles of Organization are attached hereto as **Exhibit A**. Applicant is the sole owner of South Carolina Net, Inc. ("SC Net"), a South Carolina corporation, also located at 1500 Hampton Street, Columbia, SC 29201. SC Net currently holds a Certificate of Public Convenience and Necessity ("CPCN") from the State of South Carolina. SC Net has been providing long distance services in the State since 1992 and local exchange services in the State since 2000. Applicant is in the process of restructuring its business so that some of the local and long distance services it offers will be provisioned directly through the Applicant. SC Net will continue offering these services as well.

II. Proposed Services

5. Applicant proposes to offer resold and facilities-based local exchange and interexchange telecommunications services. Local exchange services will be offered within the present operating areas of BellSouth Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T"), Frontier Communications of the Carolinas, Inc. ("Frontier"), United Telephone Company of the Carolinas, Inc. d/b/a CenturyLink ("CenturyLink"), and Windstream South Carolina, LLC ("Windstream"). Interexchange services will be offered throughout the State of South Carolina. Applicant's primary market includes commercial business customers and government customers. Applicant intends to provide local exchange services, custom calling and CLASS features and bundled services such as local and long distance services in a combined package. In addition, the Company will provide to its Customers additional custom

calling and class features, access to emergency call services (e.g. 911), directory assistance and other ancillary services.

6. Applicant will provide its local and interexchange services via a combination of traditional circuit switched (i.e., time division multiplexed or “TDM”) and voice over internet protocol (“VOIP”) switching platforms. All voice services will be offered to commercial customers. Applicant’s service may use Ethernet interfaces, optical fiber and/or copper facilities and will primarily be designed and provisioned in accordance with commercial customer contracts. Applicant’s TDM and VOIP-based services are provided on its independently owned, facilities-based network, and when/where convenient, through resale of other telecommunications providers’ networks. Applicant will resell the facilities and services of AT&T, or other carriers, if and as necessary to complete its connections to its customer's premises.

7. Applicant also proposes to offer resold inbound and outbound interexchange telecommunications services and operator-assisted services to its pre-subscribed Customers throughout the State of South Carolina. All services are available twenty-four (24) hours per day, seven (7) days a week.

8. A more complete description of the local services Applicant proposes to offer in the State of South Carolina can be found in Applicant’s proposed local exchange services tariff attached hereto as **Exhibit B**. With respect to other services, Applicant intends initially to concur in the interexchange and access service tariffs of its affiliate company, SC Net, Inc. d/b/a Spirit Communications. A more complete description of the interexchange and access services

Applicant proposes to offer in the State of South Carolina is provided in those tariffs, which have been approved by and are on file with the Commission.

III. Technical, Financial, and Managerial Resources

9. Applicant has the technical and managerial resources to provide the services for which it requests authority. Applicant retains key management and technical personnel with significant business and telecommunications experience. Spirit's affiliated companies provide traditional local exchange and/or interexchange services throughout South Carolina, parts of North Carolina and Georgia. A list of key personnel, and a selective summary of experience, is attached hereto as **Exhibit C**.

10. Applicant understands the importance of effective customer service for local and long distance service consumers. Applicant has made arrangements for its customers to call the Company at its toll-free customer service number, 888-864-7226. In addition, Customers may contact the Company in writing via its website at http://www.spiritcom.com/Spirit_Biz/contact_us.php. The toll-free number will be printed on the customers' monthly billing statements.

11. Applicant has sufficient financial resources to provide the services for which it requests authority. In support of the Company's financial ability to provide the proposed services, the Applicant offers its financial statements in **Exhibit D**.

IV. Public Interest

12. Approval of this application and Applicant's proposed tariffs will serve the public interest and offer several benefits to consumers in South Carolina. First and foremost, Applicant will offer its customers the ability to have seamless service for local services as well

as intrastate, interstate and international toll services. Applicant will enhance competition in the State of South Carolina by offering additional service options and high service quality to South Carolina telecommunications users. Applicant is a South Carolina-based company, with employees who live and work in South Carolina, contributing to the local economy.

13. Applicant's local services will meet the service standards required by the Commission.

14. The provision of local service by Applicant will not adversely impact the availability of affordable local exchange service.

15. To the extent it may be required to do so by the Commission, Applicant will participate in the support of universally available telephone service at affordable rates.

16. The provision of local service by Applicant will not adversely impact the public interest.

V. Waivers and Regulatory Compliance

17. Applicant requests that the Commission grant it a waiver of certain regulatory requirements as follows:

- (a) Applicant requests that the Commission waive any rules or regulations that would require it to keep its financial records in conformance with the Uniform System of Accounts ("USOA"). As a competitive service provider, Applicant currently maintains its books and records in accordance with Generally Accepted Accounting Principles ("GAAP"). GAAP is used extensively by interexchange carriers and other competitive local exchange carriers. Since

Applicant utilizes GAAP, the Commission will have a reliable method by which to evaluate Applicant's operations;

- (b) Applicant seeks a waiver of S.C. Code Ann. Regs. 103-631 so that it will not be required to publish local exchange directories. Applicant will make arrangements with those incumbent LECs who are required to publish directories in areas where Applicant provides service, whereby the names of Applicant's customers will be included in any such directories. These directories will be distributed to Applicant's Customers. This approach is reasonable and will have a direct benefit to the customers of both Applicant and the incumbent LECs since customers will have to refer to only one directory for a universal listing of customer information; and
- (c) Applicant seeks a waiver of the map filing requirement of S.C. Code Ann. Regs. 103-612.2.3. Applicant's service area will initially mirror the service areas of the incumbent local exchange carriers referenced in this Application.

VI. Flexible Regulation of Local Exchange Services

18. Applicant further requests that the Commission regulate its local telecommunications services in accordance with the principles and procedures established for flexible regulation in Order No. 98-165 in Docket No. 97-467-C. In Docket Number 97-467-C, the Commission approved a rate structure that incorporated maximum rate levels with the flexibility for adjustment below the maximum rate levels. The Commission determined that local tariff filings would be presumed valid upon filing, subject to the Commission's right within thirty days to institute an investigation of a tariff filing and that any such tariff filings would be

subject to the same monitoring process as similarly situated competitive local exchange carriers. Applicant submits that as a local exchange competitor it should be subject to regulatory constraints no greater than those imposed in Docket No. 97-467-C. Applicant therefore requests that its local exchange service tariff filings be regulated under this form of flexible regulation.

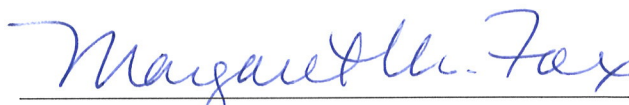
VII. Alternative Regulation of Business Service Offerings

19. Pursuant to S.C. Code Ann. § 58-9-585 and the general regulatory authority of the Commission, the Applicant also requests that the Commission regulate its interexchange service offerings as described below in accordance with the principles and procedures established for alternative regulation in Orders No. 95-1734 and 96-55 in Docket No. 95-661-C, and as modified by Order No. 2001-997 in Docket No. 2000-407-C. In Docket No. 95-661-C in response to a Petition for Alternative Regulation by AT&T Communications of the Southern States, the Commission determined that there was sufficient competition in the market for interexchange telecommunication services to justify a relaxation in the manner in which AT&T was regulated. The Commission determined that AT&T was not required to file maximum rates for long distance business service offerings and that its tariffs would be presumed valid upon filing, subject to the Commission's right within seven days to institute an investigation of the tariff filing. Applicant submits that as a competitor of AT&T in the market for providing telecommunication services to customers, it should not be subject to regulatory constraints greater than those imposed on AT&T. Applicant therefore requests that its interexchange business services offerings described in its proposed tariff be regulated under this form of relaxed regulation.

VIII. Conclusion

Wherefore, in view of the forgoing, Applicant respectfully petitions this Commission for authority to operate as a facilities-based provider of local exchange service, and as a reseller of long distance telecommunications services in the State of South Carolina in accordance with this Application, for flexible regulatory treatment of its local exchange services, for alternative regulation of its interexchange business service offerings, and for such other relief as the Commission deems necessary and proper.

Respectfully submitted,



M. John Bowen, Jr.
Margaret M. Fox
McNair Law Firm, P.A.
P O Box 11390
Columbia, South Carolina 29211
Telephone: (803) 799-9800
Facsimile: (803) 753-3278
Email: jbowen@mcnair.net; pfox@mcnair.net

Attorneys for South Carolina Telecommunications
Group Holdings, LLC d/b/a Spirit Communications

Columbia, South Carolina

June 30, 2014

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC

d/b/a SPIRIT COMMUNICATIONS

EXHIBIT A

South Carolina Certificate of Existence

Articles of Organization

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on December 29th, 2000, with a duration that is until December 31st, 2050, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

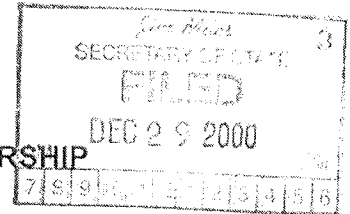
Given under my Hand and the Great
Seal of the State of South Carolina this
25th day of June, 2014.


Mark Hammond, Secretary of State

Exhibit A - Articles of Organization

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

SOUTH CAROLINA
SECRETARY OF STATE



DEC 29 2000 CONVERSION OF PARTNERSHIP OR LIMITED PARTNERSHIP
TO LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

Jimmie B. Hester
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

The following partnership or limited partnership hereby converts to a limited liability company pursuant to the provisions of Section 33-44-902 and Section 33-44-203 of the 1976 South Carolina Code of Laws, as amended by filing these articles of organization.

1. The name of the limited liability company which complies with Section 33-44-105 of the 1976 South Carolina Code of Laws, as amended is South Carolina Telecommunications Group Holdings, LLC

2. The office of the initial designated office of the limited liability company in South Carolina is

18th Floor, 1301 Gervais Street

Street Address

Columbia
City

SC
State

29201
Zip Code

3. The initial agent for service of process of the limited liability company is

M. John Bowen, Jr.
Name

M. John Bowen, Jr.
Signature

and the street address in South Carolina for this initial agent for service of process is

18th Floor, 1301 Gervais Street

Street Address

Columbia
City

SC
State

29201
Zip Code

4. The name and address of each organizer

(a) David J. Herron
Name

229 Highway 28 By-Pass, P. O. Box 610
Street Address

Abbeville, South Carolina 29620
City State Zip Code

(b)

Name

Street Address

City State Zip Code

(Add additional lines if necessary)

South Carolina Telecommunications Group Holdings, LLC
Name of Limited Liability Company

5. ☒ Check this box only if the company is to be a term company. If so, provide the term specified
December 31, 2050

6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, specify the name and address of each initial manager

a. David J. Herron
Name

229 Highway 28 By-Pass, P. O. Box 610
Business Address

Abbeville SC 29620
City State Zip Code

b. _____
Name

Business Address

City State Zip Code

c. _____
Name

Business Address

City State Zip Code

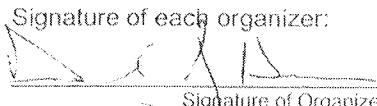
d. _____
Name

Business Address

City State Zip Code

(Add additional lines if necessary)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c) of the 1976 South Carolina Code of Laws, as amended. If one or more members are so liable, specify which members, and for which debts, obligations or liabilities such members are liable in their capacity as members.

8. Check the appropriate box:
- ☐ a. This limited liability company was converted from a general partnership.
- ☒ b. This limited liability company was converted from a limited partnership. The certificate of limited partnership is to be canceled as of the date the conversion took effect.
9. The former name of this limited liability company while either a general partnership or limited partnership was:
SCTG Internet, L. P.
10. a. The number of votes by the partners (entitled to vote) which were cast "for" the conversion was: unanimous consent
- b. The number of votes by the partners (entitled to vote) which were cast "against" the conversion was: none
- c. If this was less than a unanimous vote "for" conversion, specify either the number or percentage of votes required to approve the conversion:
Specify whether "number" or "percentage"
11. Unless a delayed effective date is specified these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time:
effective upon filing
12. Set forth any other provisions not inconsistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement.
None
13. Signature of each organizer:

Signature of Organizer
December 29, 2000
Date

Signature of Organizer
12/29/00
Date

FILING INSTRUCTIONS

- File two copies of this form, the original and either a duplicate original or a conformed copy.
- If space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form, or prepare this using a computer disk, which will allow for expansion of space on this form.
- This form must be accompanied by the filing fee of \$110.00 payable to the Secretary of State.

Return to: Secretary of State
P.O. Box 11350
Columbia, SC 29211

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC

d/b/a SPIRIT COMMUNICATIONS

EXHIBIT B

Local Exchange Services Tariff

**LOCAL EXCHANGE SERVICES TARIFF
OF
SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS LLC**

and
Rules and Regulations Governing Service

This tariff is on file with the South Carolina Public Service Commission. In addition, the tariff may be inspected, during normal business hours, at:

South Carolina Telecommunications Group Holdings LLC, d/b/a Spirit Communications,
1500 Hampton Street, Columbia, SC 29201

Toll Free Telephone Number: 1-888-864-7226

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 *et seq.* and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Subarticle 1 – General

Subarticle 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Subarticle 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Subarticle 4 – Engineering

Subarticle 5 – Inspection and Tests

Subarticle 6 – Standards and Quality of Service

Subarticle 7 – Safety

Subarticle 8 – Telecommunication Relay Service Advisory Committee

The Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern. Full Terms of Service are available on the Company’s website at <http://spiritcom.com>.

CHECKLIST

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

PAGE	REVISION NO.	PAGE	REVISION NO.
1	Original	23	Original
2	Original	24	Original
3	Original	25	Original
4	Original	26	Original
5	Original	27	Original
6	Original	28	Original
7	Original	29	Original
8	Original	30	Original
9	Original	31	Original
10	Original	32	Original
11	Original	33	Original
12	Original	34	Original
13	Original	35	Original
14	Original	36	Original
15	Original	37	Original
16	Original	38	Original
17	Original	39	Original
18	Original	40	Original
19	Original		
20	Original		
21	Original		
22	Original		

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

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SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

TARIFF FORMAT SHEET

A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.

B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version of file with the Public Service Commission of South Carolina. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.

C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i)(I)

D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages (“Check List”) accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List is changed to reflect the revision. All revisions made in given filing are designated by an asterisk (*). There will be no other symbols used on the Check List if these are the only changes made to it (i.e., the format, etc.). The User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

INTRODUCTION

- A. This tariff ("Tariff") sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate, common carrier, local exchange telecommunications services by Spirit Communications (hereinafter referred to as "Spirit" or the "Company") between various locations in the State of South Carolina.
- B. The regulations governing the provision and use of services offered under this Tariff are set forth in Section 2. Service descriptions and rates are set forth in Sections 3 and 4, respectively.
- C. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in assessing the Services of Company.
- D. The Company shall not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein) by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal, or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any wavier, forbearance, delay, failure or omission by the Company to exercise any right, power, or option hereunder.
- E. The provision of Services are subject to existing regulations and terms and conditions specified in this Tariff any may be revised, added to or supplemented by superseding Tariffs.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used throughout this Tariff are defined below:

Authorization Code - “Authorization Code” means a numerical code, one or more of which are assigned to a Customer to enable it to access the Services provided by the Company and to identify the Customer for billing purposes.

Carrier - “Carrier” means a communications common carrier authorized by the Commission or the FCC to provide communications service to the public.

Commission - “Commission” means the Public Service Commission of South Carolina.

Credit(s) - “Credit(s)” has the meaning set forth in Section 2.26 hereof.

Credit Allowances - “Credit Allowances” has the meaning set forth in Section 2.26 hereof.

Credit Limit - “Credit Limit” means a credit limit placed on Customer’s monthly consumption of Services pursuant to Section 2.18.

Customer - “Customer” means the person, firm, company, corporation, or other entity who, pursuant to a Service Order, orders Service(s) under this Tariff.

FCC - “FCC” means the Federal Communications Commission.

Governmental Authority - “Governmental Authority” means any judicial, administrative, or other federal, state or municipal governmental authority (including without limitation the Commission and the FCC) having jurisdiction over the Company or the provision of Services hereunder.

Holidays - “Holidays” means all Company-specified holidays: New Year’s Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

ICB - "Individual Case Basis" or "ICB" has the meaning set forth in Section 2.36 hereof.

Interruption - "Interruption" means the disruption of, or removal of a circuit from, Service such that the Service becomes unusable by User for a continuous period of thirty (30) minutes or more.

InterLATA Service - "InterLATA Service" means communications between a point located in a local access and transport area ("LATA") and a point located outside such area.

IntraLATA Service - "IntraLATA Service" means communications between points located entirely within a single local access and transport area ("LATA").

Local Exchange Carrier ("LEC") - "LEC" means any person that is engaged in providing switched communications within an exchange. However, such term does not include any person insofar as such person is engaged in the provision of commercial mobile radio service.

Local Access and Transport Area ("LATA") - "Local Access and Transport Area" or "LATA" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

Minimum Service Period - "Minimum Service Period" (or "MSP") means the minimum period of time during which Customer takes Services under this Tariff.

Other Providers - "Other Providers" means any Carriers or other service providers whose services or facilities are connected to, or used by, the Company in providing the Services.

ORS - "ORS" means the South Carolina Office of Regulatory Staff.

Performance Failure - "Performance Failure" means any disruption, degradation, or failure of Service, including without limitation any Interruption (but excluding Scheduled Interruptions), any installation failure or delay, or any mistake, delay, omission, error or other defect in the Service or in the provision thereof.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT)

Regulation(s) - “Regulation(s)” means any and all law(s), rule(s), regulations (including without limitation those set forth in this Tariff), order(s), policy or policies, ruling(s), judgment(s), decree(s) or other determination(s) which are made by the Commission or any other Governmental Authority or which arise under any federal, state, or local statute, utility code, or ordinance, and which are applicable to the Services or to any provision of this Tariff.

Resale Tariff(s) - “Resale Tariff(s)” means the tariff(s) of one or more Other Providers.

Scheduled Interruption - “Scheduled Interruption” means an Interruption which has been scheduled by the Company in advance for maintenance, testing, or other administrative purposes.

Services - “Service(s)” means the Company’s regulated, communications common carrier service(s) provided under this Tariff.

Service Commencement Date - “Service Commencement Date” means either (i) the first day following the date on which the Company notifies the Customer that the requested Service is available for use, (ii) in the event Customer lawfully refuses to accept such Service, the date of Customer’s acceptance of such Service, or (iii) another, mutually agreed upon date.

Service Order - “Service Order” means (i) a contract between the Company and Customer, or (ii) a Company designated form used from time to time by Customer for purposes of ordering Services hereunder.

TDD - “TDD” means a Telecommunications Device for the Deaf.

Termination (Terminate) - “Termination” (or “Terminate”) means discontinuance of (to discontinue) Services, either at Customer’s request, or by the Company in accordance with Regulations.

Third Party Billing Companies - “Third Party Billing Companies” means, collectively, any clearinghouses, LECs, Other Providers, credit card companies or other third parties who bill Customers for Services on the Company’s behalf.

User - “User” means a person, firm, company, corporation, or other entity that is authorized by the Customer to use Service under this Tariff.

SECTION 2 - RULES AND REGULATIONS

The Company is a provider of regulated, intrastate, local exchange services. The Services described in Section 3 of this Tariff are provided to Customers by the Company pursuant to one or more applicable interconnection/resale agreements which are on file with, and have been approved by, the Commission.

2.1 Undertaking of the Company

- 2.1.1 Obligation to Provide Service. The Company shall exercise its best efforts to provide Services to Users pursuant to the terms and conditions of this Tariff. The Company shall exercise reasonable efforts to make such Services available for Users' use on either the installation date set forth in a Service Order (or, if no date is specified) as soon as practicable after execution of a Service Order, subject to Customer's compliance with Regulations. In addition to the Service Order, Customer shall also execute such other documents as the Company may reasonably require. In the event of a conflict or inconsistency between (i) the terms of a Service Order (or of any other document executed by the Customer) and (ii) those of this Tariff, the latter shall govern.
- 2.1.2 Conditions to Company's Obligations. The obligations of the Company to provide Services are subject to the following: (i) availability, procurement, construction, or maintenance of facilities required to meet the Service Order; (ii) the provision of Services to the Company by an Other Provider; (iii) interconnection to Other Providers' services or facilities as required; and (iv) any applicable Credit Limit.
- 2.1.3 Right to Discontinue or Block Services. The Company reserves the right (i) to discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services at or by means of said location or Authorization Code, or (b) consumption of Services in excess of the Credit Limit (if any).

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.2 Responsibility and Use

2.2.1 Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth herein and in any applicable Service Order. Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and nondisclosure of any Authorization Codes provided by Company to Customer.

2.2.2 The Customer has no property right in the telephone number or any other call number designation associated with the Company's Services. The Company may change such numbers, or the central office code designation associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

2.3 Transmission

The Services are suitable for the transmission of voice, data, or other communications only to the limited extent set forth herein.

2.4 Call Blocking

Notwithstanding any other provision of this Tariff, the Company may block calls which are (i) made to certain countries, cities, or central offices ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.5 Interconnection

- 2.5.1 Services or facilities furnished by the Company may be connected with services or facilities of Other Providers subject to any technical limitations set forth in said Other Providers' tariffs (if any); provided, however Service furnished by the Company is not part of a joint undertaking with any Other Provider.
- 2.5.2 Interconnection with the facilities or services of Other Providers is subject to (i) the availability of said Other Providers' facilities; and (ii) the applicable terms and conditions of the Other Providers' tariffs (if any). Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.6 Equipment

- 2.6.1 The Company's facilities or Services may be used with or terminated to Customer Premises Equipment ("CPE"), such as a private branch exchange, key system or pay telephone. CPE is the sole responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services.
- 2.6.2 The Customer is responsible for ensuring that all attached CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE fails to conform to such Regulations.
- 2.6.3 The Customer will be responsible for payment of service charges at the Company's standard, hourly rates in effect from time to time for visits by any Other Provider's personnel to the Customer's premises in response to any Service difficulty or trouble report determined to be caused, in whole or in part, by the use of any CPE, Services, facilities, or other equipment which is not provided by the Company.

2.7 Title

Title to any and all equipment or facilities provided by Company under this Tariff will remain in the Company.

2.8 Customer Premises

Customer shall provide, without cost to Company, all equipment, space, conduit, and electric power required to terminate the Services at the User's premises. The Customer shall arrange for the Company, or other Carriers as required, to have access to the User's premises at all reasonable times for purposes of service installation, termination, inspection and repair. Customer shall be solely responsible for any damage to or loss of Company equipment while on the premises of User, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.9 Non-Routine Maintenance and Installation

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

2.10 Interruption

The Company, without incurring any liability whatsoever, may make Scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with Regulations (including without limitation the provisions of this Tariff), (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing, or inspection reasonably required for the provision of Services hereunder.

2.11 Service Commencement and Acceptance

Billing for Services will commence as of the Service Commencement Date. The Company shall notify the Customer when Services ordered pursuant to an accepted Service Order are ready for use. Customer may refuse to accept such Services only if such Services fail to substantially comply with the specifications (if any) set forth in the Service Order or in this Tariff.

2.12 Minimum Service Period

The Minimum Service Period ("MSP") will be for the term specified in the applicable Service Order, which term must be no less than thirty (30) days. Except as otherwise provided in the Service Order, (i) this MSP will automatically renew for subsequent terms of equal duration, and (ii) either the Company or the Customer may elect not to renew any MSP to the other no later than thirty (30) days prior to the expiration date of said MSP. Cancellation notice requirements will be specified in a written contract/service agreement.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.13 Service Order Cancellation

Except as otherwise set forth herein, Customers who cancel a Service Order prior to Service installation (including without limitation cancellation of special construction or Services provided on an individual case basis) will incur a Charge equal to the greater of (i) the nonrecurring Charges for the MSP, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.

2.14 Billing and Payments

Except as otherwise limited by Regulation, Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.

Except as otherwise provided in this Tariff, all amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.

Except as otherwise provided in this Tariff, recurring monthly charges for Services will be billed to Customer on a monthly (30 day) basis, in advance, and usage charges for Services will be billed to Customer on a monthly (30 day) basis, in arrears, based on the Users' actual usage, or under such other terms as may be agreed to by the Company and the Customer in writing.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.14 Billing and Payments (cont.)

Except as otherwise provided in this Tariff, the Company, at its sole option, may Terminate Services in the event Customer fails to pay any invoice within thirty (30) calendar days after the due date stated thereon, subject to five (5) business days' prior written notice and to any other applicable Commission Regulations; provided, however, Customer, at any time prior to the proposed date of Termination, may cure its failure to pay past due invoices by agreeing in writing to pay future invoices when due and to pay the unpaid balance in equal installments over the three (3) consecutive billing months immediately following said notice; provided further, however, Customer's failure to make such agreed upon installments when due will result in immediate Termination without further notice. Termination of Services by the Customer or the Company for any reason whatsoever will not relieve Customer of its payment obligations hereunder for all Service charges incurred by Customer through the date of Termination. Customer will be liable for all costs of collection hereunder, including without limitation reasonable attorney's fees. Any invoice for Services not disputed by Customer within thirty (30) days after receipt thereof is to be deemed conclusively correct and binding upon the Customer; provided, however, Customer will have the right to obtain Commission investigation of any disputed invoice before Service is disconnected in accordance with Regulation.

With prior credit approval by the Company, Customers may be permitted to remit payment for Services by check.

Payments for services are considered received by the Company upon the Company's receipt of Customer's check in the amount of the total charges due to the Company.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.15 Late Payment Charge

Invoices more than thirty (30) days past due will incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Regulation.

2.16 Deposits

Customers or applicants for Services whose financial condition is not acceptable to the Company, as determined in its sole opinion and discretion may be required to provide the Company, either before or after the commencement of Service, with a security deposit, in cash or cash-equivalents, in an amount not to exceed two (2) months of estimated Service usage. Any such cash deposit will bear simple interest at a rate of three and one-half percent (3.5%) per annum or at such other rate as may be determined by a competent Regulatory Authority. The Company may apply such deposit at any time to any past due balances owed to it by Customer hereunder, provided however, the Company shall return the remainder to Customer, at its last known address, within one (1) month following the date of Termination. The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of a cash deposit. Any such cash deposit shall bear simple interest at a rate prescribed by the Commission.

2.17 Nonrecurring Advance Payments

The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of services.

2.18 Credit Limit

The Company may, at any time and at its sole discretion, set a Credit Limit for any Customer's or Users' consumption of Services for any monthly period. The Company shall notify the Customer of any such Credit Limit.

2.19 Taxes

The Customer is responsible for payment of any and all state taxes or surcharges, including without limitation franchise fees, excise taxes, sales taxes, or municipal utilities taxes. All such taxes and surcharges will be billed by the Company as separate line items on Customer's invoice and are not included in any rates set forth in this Tariff.

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

2.20 Discontinuation

2.20.1 By Company. Notwithstanding any other provision of this Tariff, the Company may at its sole option and discretion Terminate Service without incurring any liability therefore whatsoever, subject to (1) no less than five (5) business days prior written notice or such other notice period required by Regulation, and (ii) any applicable Regulations, for any of the following reasons:

- (a) by order of a Governmental Authority;
- (b) in the event of any unlawful, unauthorized or fraudulent use or access to the Services, including without limitation violation of the provisions of this Tariff, a Service Order, or of any other Regulations, by the Customer, by any User, or by any other person;
- (c) Customer's use of Services in excess of its Credit Limit (if any) or its failure to make an advance payment (if so required) for Services provided hereunder; or

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.20 Discontinuation (cont.)

(d) Customer's provision of false or misleading information in its Service Order or in any other document delivered by Customer to the Company.

2.20.2 By Customer. Except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff, the Customer may Terminate Service upon thirty (30) days notice, provided however, that Customer, except as otherwise stated in an agreement between the Company and the Customer or as otherwise provided in this Tariff upon Termination of Services prior to the end of the MSP for any reason whatsoever, will be charged the full amount for all nonrecurring Charges applicable to the remainder of said MSP.

2.21 Restoration of Services

The Company shall restore any Terminated Service in accordance with Commission Regulation, including but not limited to charging the Customer a reconnection fee as set forth in Section 4.2.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.22 Limitation of Liability

- 2.22.1 Except as caused by its willful misconduct or negligence, the Company's liability with respect to any action, claim, judgment, damages, demand, liability or expense (including without limitation reasonable attorney's fees) (i) brought or incurred by Customer, by any User, or by any other party in connection with the installation, provision, preemption, termination, maintenance, repair or restoration of Service (including without limitation 911 Service and Directory Listing Service) or (ii) arising from any Performance Failure, will in no event exceed an amount equal to the Service charges incurred by Customer for the month during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as Credits or Credit Allowances pursuant to the provisions of Section 2.26 hereof.
- 2.22.2 To the extent permitted by any applicable Regulation, the Company's liability for negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.3 To the extent permitted by any applicable Regulation, the Company's liability for gross negligence will also be limited to the amounts described in Section 2.22.1 hereof.
- 2.22.4 In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911 Service and Directory Listing Service) hereunder.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.22 Limitation of Liability (cont.)

2.22.5 Except as caused by its willful misconduct or negligence, the Company will not be liable for defacement of or damages to Users' premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including 911 Service and Directory Listing Service), including without limitation the installation or removal of any facilities, equipment or wiring associated therewith. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.

2.22.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

2.23 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.24 Indemnification

Subject to the limitations of liability set forth in Section 2.22 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section 2.24 shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section 2.24 must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.25 Indemnification by Customer

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- 2.25.1 libel or slander resulting from User's use of the Services;
- 2.25.2 any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;
- 2.25.3 infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with CPE or with other User- provided facilities or services; and
- 2.25.4 except as otherwise provided by applicable Regulation, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.26 Credits and Credit Allowances

- 2.26.1 Credits ("Credit(s)") to the Customer's fixed charges, if any, for Interruptions (other than Scheduled Interruptions or Interruptions caused by Other Providers for which a Credit Allowance is due the Company as described in Section 2.26.2 hereof) which (i) exceed in the aggregate twenty-four (24) hours per month, (ii) are directly caused by the Company, and (iii) are not due to the negligence or willful misconduct of the User, its employees, subcontractors, agents, or assignees, will be applied to Customer's account with the Company. Such Credits are to be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours the Interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours). An Interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured. Each Interruption is to be considered separately for the purposes of this calculation and is to be rounded to the nearest hour.
- 2.26.2 In the event of an Interruption caused by Other Providers for which a credit or allowance ("Credit Allowance") becomes due to the Company, the Company shall apply such Credit Allowance to Customer's account, subject to the Company's collection of such Credit Allowance from the Other Provider obligated to provide same. In no event will the Company be obligated to credit Customer any amounts in excess of any Credit Allowance allocable to Customer's Interruption(s) which the Company receives from the Other Provider. Any other provision of this Section 2.26 notwithstanding, Company will have no obligation to apply any credit to Customer's account for Interruptions caused by an Other Provider for which no Credit Allowance is due to the Company.
- 2.26.3 Except as otherwise set forth herein, Customer's sole and exclusive remedy for any and all Performance Failures which consist of or give rise to Interruptions are Credits or Credit Allowances to the extent available under this Section 2.26; for any other Performance Failures or in the event Credits or Credit Allowances are unavailable (due to the fact, for example, that the Customer does not incur any fixed month charges), Customer's sole and exclusive remedy in lieu of said Credits or Credit Allowances will be an immediate right to Terminate Services prior to the expiration of the Minimum Service Period.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.27 Local Calling-Area

The Company will provide Services from all exchanges of Other Providers whose services or facilities are used by the Company in providing the Services, in conformance with each Other Provider's existing local exchange boundary maps as approved by the Commission.

2.28 Access to Telephone Relay Service

Where required by Regulation, the Company will participate in telephone relay services for handicapped or hearing impaired Customers, and will comply with all regulations and requirements related thereto.

2.29 Compliance

The Company and Customer shall (and Customer shall cause User to) comply with all Regulations.

2.30 Force Majeure

The Company is excused from any Performance Failure due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any Regulation or other directive, action or request of any Governmental Authority.

2.31 Full Force and Effect

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.32 Cooperation

Customer shall cooperate with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.33 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of South Carolina.

2.34 Assignment

2.34.1 By Customer. The Customer may not transfer or assign its rights or obligations associated with any Service Order without the Company's prior written consent. The Company will permit a Customer to transfer its Service to another party only upon payment of all Charges due through the date of transfer. Such a transfer will be treated as a discontinuation, followed by an installation of new Services, subject to any applicable installation or other non-recurring Charges.

2.34.2 By Company. The Company may, in accordance with Regulations, assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. An assignment or transfer of services will include the same customer services for which the Customer has contracted, at the same rates, for at least a limited time. The Customer will be notified of the time limitation, the assignment, and the Customer will be given an option to change its service provider.

2.35 Contract Service Arrangements

At the option of the Company, Services may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this Tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating, or terminating access, mixture of services or other distinguishing features.

SECTION 2 - RULES AND REGULATIONS (Cont.)

2.36 Special Construction

At its option, the Company may provide Customers, upon request, special construction of facilities or Services on an individual case basis ("ICB") at rates other than as set forth herein. Special construction or ICB is construction undertaken:

where facilities are not presently available, and there is no other provision hereunder for the facilities to be constructed;

where facilities other than those which the Company provides are requested by the Customer;

where facilities are requested by the Customer over a route other than that which the Company serves;

when Services are requested in a quantity greater than that which the Company would normally provide to a Customer;

when Services are requested by a Customer on an expedited basis;

when Services or facilities are requested on a temporary basis until such Services or permanent facilities are available.

The Charges for special construction or ICB (i) are subject to individual negotiation between the Company and the Customer, (ii) will be based upon the Company's actually incurred labor, material and other costs, and (iii) may include without limitation recurring, nonrecurring, and early termination Charges.

SECTION 3 – DESCRIPTION OF SERVICES

3.1 Local Exchange Service. Local exchange service is provided by the Company through facilities based local exchange services or through resale of local exchange services provided by an Other Provider. The Company's Local Exchange Services consist of (i) Private Line Services, (ii) Ethernet Services, (iii) Switched Local Services, (iv) Dedicated Local Services, (v) ISDN/PRI Services, (vi) Optional Features, (vii) access to Directory Listing Services, and (viii) access to 911 Services.

3.1.1 Private Line. Private Line service is a point-to-point telecommunications service which permits Customers to establish communications between two locations within the State of South Carolina.

Currently offered in bandwidths of DS-1 (1.544 Mbps), DS-3 (44.736 Mbps), OC-3 (155 Mbps), OC-12 (622 Mbps), OC-48 (2488Mbps), OC-192 (9953 Mbps), and 2.5G Wave (2488 Mbps), private line provides an ideal solution for those Customers that routinely transmit large volumes of digital information.

Standard Features. The dedicated high capacity services provided are flexible and can be used for voice, data, image and video transmissions.

Rates and Charges. The Company will charge a Private Line Service Customer applicable Non-Recurring Charges and Monthly Recurring Charges as specified in Section 4.

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.1 Local Exchange Service (cont.)

- 3.1.2 Ethernet. Ethernet service is a point-to-point or multipoint telecommunications service which permits customers to establish various bandwidth communications provided over a physical IEEE-compliant 802.3 interface between two or more locations within the State of South Carolina.

Ethernet Service is currently offered in bandwidths of 10Mb/s, 25Mb/s, 50Mb/s, 100Mb/s and increments of 100Mb/s up to 10Gb/s with industry standard Ethernet interfaces compliant with ANSI/IEEE 802.3. Depending on customer network configuration and application, extensions of this standard may be available on an individual case basis.

Interfaces provided include 10BaseT, 100BaseT, 10GBase and fiber optic interfaces, depending on Ethernet Service bandwidth delivered.

The Company will charge an Ethernet Service Customer applicable Non- recurring Charge and Monthly Recurring Charges as specified in section 4.

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.1 Local Exchange Service (cont.)

- 3.1.3 Switched Local Service. Switched local service is an intraLATA, intrastate telecommunications service which permits Customers to establish communications between two locations within one exchange. Switched Local Service interfaces with the central office equipment.

Switched Local Service provides a Customer with a single, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's service permits a Customer to: (i) place calls within a Local Calling Area, (ii) access 911 services if available in the Customer's Local Calling area, (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's service does not permit a Customer to originate calls to caller paid information services (i.e. 900, 976 and 711).

The Company will charge a Customer applicable Non-Recurring and monthly Recurring charges and Usage Charges as specified in Section 4.

- 3.1.4 Dedicated Local Service. Dedicated Local Service is an intrastate telecommunications service which permits Customers to establish communications between two locations within one exchange. Dedicated Local Service interfaces with the central office equipment.

Dedicated Local Service provides a Customer with a multiple, voice-grade communications Channel, including a telephone number and a Directory Listing. The Company's service permits a Customer to: (i) place calls within a Local Calling Area, (ii) access 911 services if available in the Customer's Local Calling area, (iii) originate calls to direct dial (1+) or (0+) toll services. The Company's service does not permit a Customer to originate calls to caller paid information services (i.e. 900, 976 and 711).

The Company will charge a Customer applicable Non-Recurring and monthly Recurring charges and Usage Charges as specified in Section 4.

Dedicated Local Service can be provided via Digital Subscriber Level 1 (DS1), Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI), Digital Subscriber Level 3 (DS3), Optical Carrier Level 3 (OC3), Optical Carrier Level 12 (OC12) and Optical Carrier Level 48 (OC48).

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.1 Local Exchange Service (cont.)

- 3.1.5 Local Integrated Services Network (ISDN) Primary Rate Interface (PRI). The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DSO 64 Kbps channels. The base configuration consists of 23 – 64 Kbps B channels for end-user voice and data traffic and one 64 Kbps D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full array of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting voice and circuit switched data. The D channel controls the B channels voice and data switched data.

Local ISDN PRI's are a local exchange service offering provisioned by the Company in jurisdictions where local exchange authority has been secured. Long distance usage generated from a Local ISDN PRI will be considered switched.

- 3.1.6 Optional Features. Customers may select from the following optional features: (i) Anonymous Call Reject, (ii) Call Block, (iii) Call Forwarding, (iv) Call Return, (v) Call Trace, (vi) Call Waiting, (vii) Caller ID, (viii) Speed Dial, (ix) Three Way Calling, (x) Unpublished Number and (xi) Voice Mail.

3.1.7 Optional Feature Descriptions.

Anonymous Call Reject

This service allows Customers to automatically stop certain calls from ringing their phone. These calls are restricted calls or those that would be reflected as "Private" on the customer's Caller ID. This option is only available when purchasing a service bundle.

Call Block

The Subscriber may block incoming telephone calls from unwanted calls by dialing a two digit code.

Call Forwarding

The Subscriber may direct incoming calls to the Customer's telephone number to be routed to a Subscriber defined telephone number.

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.1 Local Exchange Service (cont.)

3.1.7 Optional Calling Features (cont.)

Call Return

The Subscriber may return the last call to the Customer's telephone number by dialing a one or two digit code.

Call Trace

This service permits the tracing of the last call received and holds the information for an authorized law enforcement agency.

Call Waiting

A tone signals the Subscriber to indicate another call is waiting. The Subscriber can answer the second call by flashing the switchhook or by hanging up the phone.

Called ID

The Subscriber may view on a display unit the telephone number and name of the incoming telephone calls.

Speed Dial

The Subscriber may call pre-selected, pre-programmed telephone numbers by dialing a one or two digit code. This option is only available when purchasing a bundle.

Three Way calling

The Subscriber may sequentially call up to two other Customer's telephone numbers and add the calls together making a three way call.

Unpublished Number

The Customer may refuse a listing of its name, street address and telephone number in the telephone directory published by the dominant exchange carrier in the Customer's service area.

Voice Mail

The Subscriber will have a private voice mail messaging system which will allow them to create a personal greeting, play messages and save or delete messages.

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.1 Local Exchange Service (cont.)

3.1.8 Reserved for Future Use

3.1.9 Reserved for Future Use

3.2 Directory Listing Service

The Company will provide Customer a single listing consisting of the Customer's name, address and telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or identification of the Customer is not impaired thereby.

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than is reasonably necessary to identify the listing party. The Company will notify the Customer prior to withdrawing any listing which is found to be a violation of this section.

In order for listing to appear in the directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

SECTION 3 – DESCRIPTION OF SERVICES (Cont.)

3.3 Emergency Service

911 Service permits customers to reach appropriate emergency services including police, fire and medical services. The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects or malfunctions of the 911 service.

Upon the Company's transmittal of a Customer's 911 service record, including the customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is then solely responsible for the accuracy of all of the Customer's information including appropriate fire, police, ambulance or other agencies' jurisdictions over such address, as well as any and all changes as they occur in the establishment of new streets, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 service calls to the proper Public Safety Answering Point (PSAP).

By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point (PSAP).

SECTION 4 – RATES

4.1 Monthly Recurring Charges

The Customer's monthly charges for Services provided hereunder are based upon the capacity of the circuit, the distance between the points of service, and the location of the points of service.

4.2 Non-Recurring Charges

The Customer's non-recurring charges for installation Services provided hereunder are based upon the capacity of the circuit, the location of the points of service, and any engineering costs that may be required.

4.3 Return Check Charge

The Customer will be charged a fee not more than allowed by S.C. Code Ann. 34-11-70 whenever a check or draft presented for payment of service is dishonored by the institution upon which it is drawn. The current fee allowed is \$30.00.

4.4 Reconnection Fee

A current charge of twenty dollars (\$20.00), a maximum of thirty-five (\$35.00) or the applicable statutory charge for reconnection of Service (if any), whichever is greater, will apply whenever a User requests to be reconnected to the Services after the Company has Terminated the Services to User for any reason allowed by this Tariff.

4.5 Promotions

The Company may from time to time engage in special promotions of new or existing Service offerings of limited duration designed to attract new customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations (i.e., thirty (30) days written notice to the Commission before implementation).

SECTION 4 – RATES (Cont.)

4.6 Late Payment Charge

Invoices unpaid after thirty (30) days shall incur a monthly finance charge on the unpaid balance at a rate equal to the lesser of one and one-half percent (1.5%) or the maximum rate permitted by law.

4.7 Miscellaneous Rates and Charges

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to pay telephone service providers for the use of their pay telephones to access the Company's Services.

4.8 Local Exchange Services

4.8.1 Non-Recurring Charges

	<u>Current Rates</u>	<u>Maximum Rates</u>
Processing/Application Fee	\$ 10.00	\$ 20.00
Reconnection/Activation Fee	\$ 50.00	\$ 80.00
Restoral Fee	\$ 25.00	\$ 50.00
Add/Change/Delete Features	\$ 15.00	\$ 25.00
Caller ID Set-up	\$ 10.00	\$ 20.00
Change Name	\$ 15.00	\$ 25.00
Change Telephone Number	\$ 25.00	\$ 50.00
Trip Charge	\$ 90.00	\$ 175.00
Move Order	\$ 50.00	\$ 80.00

4.8.2 Recurring Charges

Business Basic Service	\$ 59.99	\$ 79.00
Call Restriction	Included	Included
Directory Listing	Included	Included
911 Service	Included	Included
Area Calling (where available)	\$ 25.00	\$ 40.00
FCC Authorized Line Fee	\$ 6.50	\$ 6.50
Local Number Portability	\$ 0.50	\$ 1.00

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

SECTION 4 – RATES (Cont.)

4.8 Local Exchange Services (cont.)

4.8.3 Individual Feature Recurring Charges

	<u>Current Rates</u>	<u>Maximum Rates</u>
Call Block	\$ 6.99	\$ 9.99
Call Forwarding	\$ 6.99	\$ 9.99
Call Return	\$ 7.99	\$ 9.99
Call Trace	\$ 11.99	\$11.99
Call Waiting	\$ 6.99	\$ 9.99
Caller ID	\$ 6.99	\$ 9.99
Speed Dial	\$ 5.99	\$ 9.99
Three-Way Calling	\$ 6.99	\$ 9.99
Unpublished Number	\$ 4.99	\$ 9.99
Voice Mail	\$ 8.99	\$ 12.99

Directory Assistance

"1-411" local directory assistance	\$ 1.29/call	\$ 2.29/call
"1-xxx-555-1212" directory assistance	\$ 0.99/call	\$ 1.99/call

4.9 Leased Line Service – Nonrecurring Installation Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>	
	<u>Current rate</u>	<u>Max. Rate</u>
DS1	\$ 1,000.00	\$ 1,250.00

Note: The foregoing rates represent a one-time installation charge associated with this service.

SECTION 4 – RATES (Cont.)

4.10 Leased Line Service – Base rates for Recurring Charges

<u>Transmission Speed</u>	<u>12 month Contract term</u>	
	Current rate	Max. Rate
DS1	\$ 0.1210	\$ 0.1810

Note: The foregoing monthly rates are per DS0 mile, based on V & H coordinates; additional POP to POP charges and/or local access charges may apply. Contracts over 12 months will be process ICB.

4.11 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>12 month Contract Term</u>
\$100,000.00	3%
\$200,000.00	5%
\$500,000.00	6%

Note: All Volume Discounts are applied with the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to the lower increment level. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month (excluding taxes and surcharges).

4.12 Reserved for Future Use

4.13 Reserved for Future Use

4.14 Reserved for Future Use

Issued:
Issued By:

Michael D. Baldwin, Senior Counsel
Spirit Communications
1500 Hampton Street, Columbia, SC 29201

Effective:

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC

d/b/a SPIRIT COMMUNICATIONS

EXHIBIT C

Summary of Experience of Key Personnel

EXHIBIT C

Summary of Experience of Key Personnel

Robert M. Keane - President and CEO, Spirit Communications and PalmettoNet

Robert Keane is the President and CEO of Spirit Communications and CEO of PalmettoNet. Keane joined Spirit in 2010 with more than 25 years of experience in the telecommunications industry.

Keane spent 18 years with AT&T in telecom equipment sales, business development, product management and access management and provided leadership in the development of local Internet, cable and access services. In 1997, he was named vice president of AT&T's local services with responsibility for strategic and fundamental planning in support of business, consumer and Internet business units, which included the integration of Teleport Communications Group (TCG) into AT&T.

In 1999, Bob joined Comcast and formed Comcast Business Communications the following year. As President and CEO, he had full financial and operating responsibility for the development of a subsidiary to provide fiber based services to small and medium businesses.

In 2002, he joined Cavalier Telephone as its President and COO overseeing the day-to-day operations of a regional CLEC operating in five states and an inter-city long haul optical network providing services in 15 states.

Before joining Spirit and PalmettoNet, he was President and CEO of Arena Racing LLC.

Larry Sims – Vice President of Operations

Larry Sims is vice president of operations for Spirit Communications. Sims oversees the company's installations, operations (including field operations), maintenance and repair, Network Operations Center, customer care, billing and provisioning departments at the company's headquarters in Columbia.

Sims has 42 years of experience in the telecommunications industry. Prior to joining Spirit in 2010, he most recently served as vice president of operations for Cavalier Telephone Company in Richmond, Virginia, which provides residential and business communication service in 15 states. He has also served in operations and service management for Verizon Communications, as operations manager in the federal systems division for Bell Atlantic, and as operations/staff manager for Bell. He began his career as a supervisor technician for Bell.

Sims attended George Mason University in Fairfax, Virginia, and has received technical and management training through Bell Atlantic/Verizon Communications.

Greg Guerra - Executive Vice President of Strategy, Product Management & Business Development

Guerra joined Spirit in 2010 with more than 20 years of experience in the communications industry. He oversees the company's strategic planning, business development, product management, technical consulting and marketing functions.

Guerra has served as the vice president of business development for Comcast Business Communications in Philadelphia and as director of national planning for Teleport Communications of Princeton, N.J. providing commercial communication services. He began his communications career with AT&T in Bedminster, N.J. as district manager for local access and business development.

Guerra also is the founder of Home Central, a company that provides home owners and small business owners with the ability to manage their security systems, surveillance devices, heating and air conditioning systems and other devices remotely over the Internet.

He is a cum laude graduate of Villanova University with a bachelor's degree in electrical engineering, and graduated with honors from Seton Hall University's W. Paul Stillman School of Business with a master's degree in business administration.

Tim Geyer - CFO Spirit Communications and PalmettoNet

Geyer has worked for Spirit Communications since July 2006 and was previously the company's director of accounting. In addition to overseeing the operations of the finance department, he is responsible for overseeing the budget and annual external audit, updating the monthly projections, participating in the company's strategic planning sessions, and presenting the monthly financial statements to the company's board of directors.

Before joining Spirit, Geyer was a senior audit manager with the CPA firm Bauknight Pietras and Stormer, P.A. for nine years. While there, he specialized in accounting and audit services for telecommunications and technology companies ranging in size from start-up to Fortune 100 companies.

Geyer has a bachelor's degree in business administration with a major in accounting and a master's degree in accountancy from University of South Carolina. He is a licensed Certified Public Accountant.

SOUTH CAROLINA TELECOMMUNICATIONS GROUP HOLDINGS, LLC

d/b/a SPIRIT COMMUNICATIONS

EXHIBIT D

Financial Statements

CONFIDENTIAL – FILED UNDER SEAL

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

CLERK'S OFFICE

NOTICE OF FILING AND HEARING

DOCKET NO. 2014-__-C

Docket Summary: Application of South Carolina Telecommunications Group Holdings LLC, d/b/a Spirit Communications for a Certificate of Public Convenience and Necessity to provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services, and for Flexible Regulation of its Local Exchange Services and Alternative Regulation of its Interexchange Service Offerings within the State of South Carolina

South Carolina Telecommunications Group Holdings LLC, d/b/a Spirit Communications ("Applicant") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity, pursuant to S. C. Code Ann. § 58-9-280 to provide local exchange and interexchange service to customers within the State of South Carolina. Spirit's local exchange service will be provided in areas currently being served by BellSouth Telecommunications, Incorporated, d/b/a AT&T South Carolina ("AT&T"), Frontier Communications of the Carolinas, Inc. ("Frontier"), United Telephone Company of the Carolinas, Inc. d/b/a CenturyLink ("CenturyLink"), and Windstream South Carolina, LLC ("Windstream"). Interexchange services will be offered throughout the State of South Carolina.

A copy of the Company's application can be found on the Commission's website at www.psc.sc.gov under Docket No. 2014-__-C. Additionally, a copy of the application is available from the Company's representative Margaret M. Fox, Esquire, McNair Law Firm, Post Office Box 11390, Columbia, South Carolina, 29211.

PLEASE TAKE NOTICE that a hearing on the above matter has been scheduled to begin on ____, at ____, before the Commission in the Commission's Hearing Room at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter as a party of record with the right of cross-examination, should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before ____, and indicate the amount of time required to address the Commission. For the receipt of future Commission correspondence, please include an email address in the Petition to Intervene. *Please refer to Docket No. 2014-__-C.*

Any person who wishes to testify and present evidence at the hearing should notify, in writing, the Commission; the Office of Regulatory Staff at 1401 Main Street, Suite 900, Columbia, South Carolina 29201; and the Company's representative at the above address, on or before ____, and indicate the amount of time required to address the Commission. *Please refer to Docket No. 2014-__-C.*

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Commission, in writing, at the address below on or before _____. *Please refer to Docket No. 2014-__-C.*

PLEASE TAKE NOTICE that any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments in person to the Commission during the hearing.

Persons seeking information about the Commission's procedures should contact the Commission at (803) 896-5100 or visit its website at www.psc.sc.gov.

7/__/14

Direct correspondence to: Public Service Commission of South Carolina
Attention: Clerk's Office
Post Office Drawer 11649
Columbia, SC 29211